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THE LAW SCHOOL.— The year starts with some changes in the curriculum. Professor Langdell has discontinued his course upon Suretyship and Mortgage, and in its place a course on Suretyship will be given under Professor Ames, who, in turn, has given up his course on Quasi-Contracts. The half-course, Contracts II. has been merged into the former course on Quasi-Contracts, and both will now be given together as one course under Professor Wambaugh. Professor Beale has undertaken the course on International Law in the college, and some other changes of minor importance have been made.

The returns now at hand show a proportionally unprecedented increase in the numbers of the school. Full statistics will be given in the December number.

THE NEW QUINQUENNIAL CATALOGUE.—Those members of the Harvard Law School Association who were present at the Langdell Anniversary celebration in June were each made the recipient of the new catalogue, and any members who have not as yet received a copy should apply for one at once to the librarian. The catalogue accounts for 6,210 past and present members of the school, as against 5,470 in the last quinquennial. A complete geographical list of living graduates is introduced for the first time, affording ready reference to the body of Harvard Law School men in every part of the country. As this book supersedes the previous catalogues of the Law School Association, the names of its members appear in the geographical list in small capitals. The catalogue is put forth as the joint work of the Association and of the School, but the greater portion of the labor fell upon the librarian; and it was in appreciative recognition of this fact that Mr. Arnold was unanimously elected to honorary membership at the last annual meeting. The preparation of a work of this kind involves an enormous amount of labor, and the whole body of our graduates is to be congratulated upon its successful completion.

AN AGENT'S AUTHORITY BY NECESSITY. — In 8 HARVARD LAW REVIEW, 496, a note occurs on the subject of an agent's authority by necessity, based on the case of *Gwilliam* v. *Twist*, 11 *The Times*, L. R. 205. This case has subsequently been reversed, but on grounds which in no wise impugn the propositions of law laid down in the lower court, the *ratio decidendi* being that the facts of the particular case did not raise the question of necessity at all. See *Gwilliam* v. *Twist*, 11 *The Times*, L. R. 415.

THE INCONSISTENCIES OF THE LAW OF GIFTS. — The May-June number of the American Law Review, has an interesting article by C. B. Labatt, Esq , of the New York bar, on the inconsistencies of the law of gifts. The writer deplores the wide difference between the present rule at common law which makes delivery or a deed essential, in a gift of the legal title, and the rule of equity which makes a gratuitous declaration of trust sufficient, in a gift of the equitable interest. He suggests that this rule of equity may have had its origin in an enactment of Justinian, and is of opinion that its utter inconsistency with the rule at common law is to be explained only by the peculiar historical position of the Court of Chancery.

One is rather puzzled at this because it omits all mention of the case of *Ex parte Pye* (18 Ves. 140), and seems to assume that the present rule regarding declarations of trust is as old as the Court of Chancery itself. But surely the rule before the decision in *Ex parte Pye* was, and for three centuries had been, against the validity of a gratuitous declaration of trust. In Doctor and Student, in the first part of the sixteenth century, it was taken for law that while a man could, for no consideration, transfer his equitable interest in property of which another was trustee, he could not, without consideration, grant an equitable interest in his own property, by declaring himself a trustee. In the one case the transaction between donee and donor was complete. The donee asked the aid of equity, not against the donor, but against the trustee, and as the trustee had received something, equity compelled him to account for it. In the other, the donee asked the aid of equity to complete the promised gift of the donor. The donor had received nothing, and equity declined to interfere. (Doctor and Student, Dialogue II., chap. 22, 23.) The rule was perfectly consistent, and at the beginning of the nineteenth century was still taken to be good sense and good law. *Sloane* v. *Cadogan* (Sugden, 3 Vend. & Pur., 10th ed., App. 66). Three years after this case, in 1811, Lord Eldon, the most conservative of Chancellors, made, in *Ex parte Pye*, the famous decision which first gave effect to gratuitous declarations of trust, and involved the law in its present inconsistencies. Thus the difficulty in the law of gifts, so far as the rules of equity are responsible for it, is not yet one hundred years old.

Mr. Labatt thinks it improbable that in these rationalizing days, this branch of law can remain unchanged, and he predicts that the change, when made, will be a compromise, which, while "prohibiting merely informal gifts," will mitigate the "stern and unbending rule of the common law by permitting certain evidential facts to stand as an adequate substitute for delivery." Perhaps a simpler remedy — if it is necessary to have a remedy — would be to abolish by statute the doctrine of *Ex parte Pye*. That would restore the doctrine of equity to its former satisfactory condition, put an end to the inconsistency of which Mr. Labatt